

County office use only

P - 1001838
O - 15675
E - 53664
T - 007
A - 100123
Supplier # - 3213214

**NEIGHBORHOOD REINVESTMENT PROGRAM
GRANT AGREEMENT BETWEEN
THE COUNTY OF SAN DIEGO
AND ABC FOUNDATION**

This Grant Agreement is entered into between the County of San Diego, a political subdivision of the State of California (County), and ABC Foundation, a Non-Profit California Corporation (Grantee), on 11-15-2013 with an effective date of 12-1-2012.

WHEREAS, the County wishes to reinvest taxpayer funds in the community to benefit the public by providing grant funds to community-based organizations that assist in meeting the social, cultural and recreational needs of County residents; and

WHEREAS, the Board of Supervisors may allocate grant funding for purchases, programs or events that will occur either subsequent to the Board's action to approve the grant or that have occurred prior to the Board's approval date; and

WHEREAS, on 11-15-2012(11), the Board of Supervisors allocated the grant funding set forth in this Agreement for the purpose described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amount of Grant.** The County agrees to pay to Grantee an amount of **\$19,200.00**. Under no circumstances is County obligated to pay Grantee more than this amount. County shall pay Grantee after County receives a signed copy of this Agreement from Grantee.
2. **Purpose of Grant.** Grantee shall use the grant funds provided by County under this Agreement solely for the following purpose: **To assist with costs for furniture, printing, education materials to improve literacy in 4 San Diego Schools.**
3. **Term of Agreement.** The term of this Agreement shall be for 13 months starting on the effective date as specified above.
4. **Deadline for Use of Grant Funds and Documentation of Expenditures.**
 - (a) **Grantee shall spend all grant funds provided by the County for the purposes specified in Paragraph 2 within 12 months of the effective date of this Agreement as specified above.**
 - (b) **Grantee shall complete the Documentation of Grant Expenditures form provided by the County's administrator, setting forth Grantee's total actual expenditures of the grant funds provided under this Agreement. Grantee shall submit this completed form and the related documentation including, but not limited to, invoices/receipts, credit card statements, check stubs, check copies, copy of canceled checks, copy of bank statements, etc. to the County's administrator promptly after spending the grant funds, but in no event later than 30 days after the end of the Term of Agreement specified above.** If the parties agree to extend the Term of Agreement, Grantee shall submit this expenditure documentation before the end of the extended Term. If County's administrator requests additional information regarding Grantee's expenditure of the grant funds, Grantee shall promptly submit the requested information to County's administrator.
 - (c) If after reviewing Grantee's expenditure documentation, the County's administrator:
 - (i) determines that the Grantee failed to spend all of the grant funds;
 - (ii) disallows any expenditure by Grantee; or



(iii) determines that the grant funds provided exceed Grantee's total actual expenditures authorized under this Agreement;

Grantee shall refund to the County the amount specified by the County's administrator. Grantee shall make this refund within fifteen (15) business days after receiving a written request for refund from the County's administrator. In its sole discretion, the County may offset the refund amount from any payment due to or to become due to Grantee under this Agreement or any other agreement with the County.

- (d) **If Grantee fails to provide the required documentation of expenditures as required in Subparagraph (b) above, the County's administrator may request Grantee to refund to the County all or any portion of the grant funds provided under this Agreement.** Within fifteen (15) business days of receipt of a written request for a refund, Grantee shall refund to the County the amount specified by the County's administrator. Grantee's failure to comply with this refund requirement shall constitute a material breach of this Agreement.
- (e) Expenditures incurred by the Grantee prior to the effective date of this Agreement for the purpose specified in Paragraph 2 are not eligible expenditures under Subparagraph (b) above.
- (f) If Grantee fails to use all grant funds as specified in Paragraph 2 above before the deadline specified in Subparagraph (a) above, Grantee may request an extension of the Term. Grantee shall make any such request in writing at least two weeks before the deadline specified in Subparagraph (a) above. Grantee and the County's administrator may agree in writing to extend the Term of Agreement to allow Grantee additional time to spend the grant funds for the purpose specified in Paragraph 2.

5. Restrictions on Use of Grant Funds.

- (a) Grant funds shall not be used for any purposes prohibited by laws governing the use of public funds, including but not limited to, religious, political campaigning, or purely private purposes or activities.
 - (b) Any Grantee that provides or participates in any activity for which public funds may not be used, such as religious activities, shall inform the County of this activity prior to accepting any grant funds. Grantee shall ensure that no grant funds awarded pursuant to the agreement are used to support in any manner said activity.
 - (c) Grantee shall not spend any part of the grant amount on the fund raising activities.
 - (d) Grantee shall not spend any part of the grant amount on food or beverages.
 - (e) Grantee may not include in its Documentation of Grant Expenditures report under this Agreement any expenditures for which Grantee has received or is or will be claiming funding from any other source. Grantee's failure to comply with this requirement shall constitute a material breach of this Agreement.
 - (f) Grantee shall not donate any portion of this Grant to a third party.
 - (g) Grantee shall not assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County.
- 6. Administrator of Agreement.** The Office of Financial Planning, under the Chief Financial Officer, shall administer this Agreement on behalf of the County, and «admin_of_contract» at «Phone» shall administer it on behalf of Grantee.

7. Notice. All communications from Grantee to the County shall be sent to the Chief Financial Officer as listed below. Any notice or notices or other documentation required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

County: Chief Financial Officer
Office of Financial Planning
County of San Diego
1600 Pacific Highway Room 352
San Diego, CA 92101

Grantee: ABC Foundation
0000Any Street
San Diego, CA 91940

8. **Audit and Inspection of Records.** At any time during normal business hours and as often as the County may deem necessary, the Grantee shall make available to the County for examination all of its records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Unless otherwise specified by the County, said records should be made available for examination within San Diego County. Grantee shall maintain such records in an accessible location and condition for a period of not less than four years following Grantee's submission of the Documentation of Grant Expenditures report under this Agreement unless County agrees in writing to an earlier disposition. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this Agreement.
9. **Termination of Agreement for Cause.** If Grantee fails to perform its obligations according to this Agreement, the County may send Grantee a written notice of default that specifies the nature of the default. Grantee shall cure the default within fifteen (15) business days following receipt of the notice of default. If Grantee fails to cure the default within that time, the County may terminate this Agreement by giving Grantee written notice of immediate termination. Upon termination, Grantee shall promptly provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures made in conformance with this agreement, as determined by County's administrator, as of the effective date of termination. The County may also seek any and all legal and equitable remedies against Grantee for breaching this Agreement.
10. **Termination for Convenience of County.** County may terminate this Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditures for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
11. **Termination for Convenience of Grantee.** Grantee may terminate this Agreement at any time by giving written notice to County's administrator of such termination and specifying the effective date thereof at least 60 days before the effective date of such termination. On or before the date of termination, Grantee shall provide County's administrator with Documentation of Grant Expenditures setting forth Grantee's total actual expenditures for the purpose of the grant as of the effective date of termination. Grantee shall promptly refund to County all funds County paid to Grantee under this Agreement that exceed Grantee's total actual expenditure for the purpose of the grant, as determined by County's administrator, as of the effective date of termination.
12. **Interest of Grantee.** Grantee covenants that Grantee presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Grantee's completing the purpose of the grant as specified in Paragraph 2. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Grantee.

13. **Publication, Reproduction and Use of Material.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other Country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
14. **Insurance.** Grantee shall maintain insurance against claims or injuries to person or damages to property that may arise from or in connection with the use of the grant funds by Grantee, its agents, representatives, employees, volunteers or subcontractors. The cost of such insurance shall be borne by Grantee and coverage limits shall be a minimum of \$1,000,000 General Liability per occurrence/\$1,000,000 aggregate for operations, products and completed operations for bodily injury, personal injury and property damage; \$500,000 Automobile Liability per accident for bodily injury and property damage; and Workers' Compensation and Employers Liability Insurance as required by the California Labor Code. County shall retain the right at any time to review the coverage and amount of insurance required.
15. **Independent Capacity.** In the performance of this Agreement, Grantee and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of the County. This Agreement does not create an employment relationship between Grantee and the County.
16. **Equal Opportunity.** Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
17. **Defense and Indemnity.** To the fullest extent permitted by law, County shall not be liable for, and Grantee shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retention's, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to County's provision of grant funds and/or Grantee's use of grant funds under this Agreement arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, volunteers, agents, contractors, licensees or servants, including without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Grantee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.
18. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of California.
19. **Complete Agreement.** This Agreement constitutes the entire agreement between Grantee and County regarding the subject matter contained herein. All other representations, oral or written, are superseded by this Agreement. Neither party is relying on any representation outside of this Agreement. This Agreement may be changed only by written amendment signed by both parties.
20. **Waiver.** The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
21. **Consultation with Counsel.** Each party has had the opportunity to consult with independent legal counsel of its own choosing before executing this Agreement and has executed this Agreement without fraud, duress, or undue influence of any kind.

22. **Interpretation.** The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.
23. **Corporation Qualified to Do Business in California.** If Grantee is a California corporation, Grantee warrants that it is a corporation in good standing and is currently authorized to do business in California.
24. **Terms and Conditions Survive Expiration of Term of Agreement.** Unless otherwise specified herein, all terms and conditions of this Agreement shall survive the expiration of the Term of Agreement specified in Paragraph 3 above or the termination of this Agreement under Paragraphs 6, 7, or 8 above.
25. **Remedies.** The rights and remedies in this Agreement are in addition to, and not a limitation on, all other rights and remedies available at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

WHEREFORE, the parties execute this Agreement on the date first written above.

COUNTY OF SAN DIEGO

GRANTEE

By: 
 Chief Financial Officer
 or Designated Representative

Ebony N. Shelton, Director
 Office of Financial Planning

1. By: Pat Finn Date 11-21-2012

PAT FINN Vice President
 Print Name and Title

2. By: Ruth Johnson Date 11-21-2014

Ruth Johnson Treasurer
 Print Name and Title

[Note: if Grantee is a California non-profit corporation, provide 1 signature from each of the following 2 groups:

- (1) Executive Group: President, Vice-President or Chairman of the Board; and
 - (2) Management Group: Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.]
- (Corp. Code § 5214.)

Return This Agreement

**COUNTY OF SAN DIEGO
NEIGHBORHOOD REINVESTMENT PROGRAM
DOCUMENTATION OF GRANT EXPENDITURES**

Grant Period: 12/1/2013 to 12/1/2014

ORGANIZATION NAME ABC Foundation

TID: 11-111111

PURPOSE OF GRANT: To assist with costs for furniture, printing, education materials to improve literacy in 4 San Diego Schools.

CHECK #: 7777777 ISSUED ON: 2/28/2012 FOR: \$19,200.00

DOCUMENTATION DUE NOT LATER THAN: 1/1/2015

- For proper documentation procedures, please read the accompanying Documentation of Grant Expenditures Instructions before submittal.
- We will not accept documentation for expenditures that are not in accordance with the purpose of the grant.
- You must spend the grant funds only on the purpose stated above. Any remaining balance should be returned by check payable to the County of San Diego.

TOTAL EXPENDITURES: \$ _____ RETURNED AMOUNT: \$ _____

**WE DECLARE THAT ALL STATEMENTS CONTAINED ON THIS FORM
AND IN ANY ACCOMPANYING DOCUMENTS ARE TRUE AND CORRECT.**

Prepared by: (Signature) _____ Date _____

Print Name Ruth Johnson Title Treasurer

Phone Number 111-2222 E-Mail ruthj@abc.net

Confirmed by: (Signature) _____ Date _____

Print Name Pat Finn Title Vice President

Phone Number 222-1111 E-Mail patf@abc.net

Rev. 3/20/12



2013-2014



Expenditure Document



010203

List of Expenditures

Date (Expenditures must be within Grant period on Documentation of Grant Expenditure Form)	Check # (Include copy of check and bank statement showing check has cleared)	Payable To (Include paid invoices)	Purpose (Expenditures must be within Purpose of Grant on Documentation of Grant Expenditure Form)	Amount	Item # (Label expenditures documents with item #)
					1
					2
					3
					4
					5
					6
					7
					8
					9
					10
					11
					12
					13
					14
			TOTAL		

IMPORTANT NOTICE - READ CAREFULLY

COUNTY OF SAN DIEGO NEIGHBORHOOD REINVESTMENT PROGRAM DOCUMENTATION OF GRANT EXPENDITURES INSTRUCTIONS

Organizations that receive a Neighborhood Reinvestment Program grant must complete a Documentation of Grant Expenditures report. The purpose of this documentation is to verify that the grant funds have been spent in accordance with the purpose of the grant as specified in the grant agreement. **In order to comply with the terms of the grant, organizations must keep detailed records of expenses made using these grant funds.**

Complete and return the Documentation report promptly after all grant funds have been spent, **but no later than one month after the end of the grant period.** Send the documentation to:

COUNTY OF SAN DIEGO
Neighborhood Reinvestment Program
1600 Pacific Highway, Room 352
San Diego CA 92101-2478

The Grant Expenditure report **MUST** include the following:

- 1. Cover letter on the organization's letterhead detailing how the grant funds were spent.**
- 2. Completed Documentation of Grant Expenditures Form.**
- 3. Completed List of Expenditures Form.**
- 4. Proof of expenditures (supporting documentation) for the entire grant amount. Please give each supporting document an item number that corresponds to the associated line on the List of Expenditures.**

Supporting documentation may consist of copies, as necessary or relevant, of one or more of the following:

1. Paid invoices **with** proof of payment (copy of the image of the check from bank statement or from bank's website; **OR** check stubs **and** bank statements showing that the checks were cleared; credit card statements). **Please avoid paying cash for services.**
2. For salary expenses, provide quarterly payroll reports produced by a third party payroll company. Include in the cover letter an explanation of how the personnel expenses relate to the project.
3. If the grant was used for paying rent/lease expenses, the rent/lease agreement and proof of payment of rent/lease expenses must be provided.
4. For ticket subsidy programs, please provide a recipient list, contact information, amount subsidized, and a signed affidavit from the recipients acknowledging receipt of the reduced price tickets.
5. If you are paying a group or individual for specialized services (such as a band, artist, performer, or referee) and do not have an invoice, please provide a signed affidavit from the group or individual acknowledging receipt of payment along with proof of payment.
6. Reimbursements to employees must include invoices and receipts as well as reimbursement forms signed by the appropriate authorities.
7. For scholarship or sponsorship grants, please provide a recipient list, how much each recipient received, and board minutes approving the scholarships along with proof of payment to the recipients.
8. We highly recommend augmenting the financial documentation with visual evidence of the expenditure of the funds, such as "before and after" pictures of an improvement project, flyers produced to advertise an event, or promotional materials developed to promote tourism.

Other important information

- A. Unless it is specified in the grant agreement, the purchase of gift cards or certificates is **NOT** allowed. If it is specified, please provide a recipient list showing amounts given along with proof of payment for the gift cards.
- B. Food expenses are **NOT** accepted unless the grant agreement authorizes it.
- C. Unless it is specified in the grant agreement, organizations **MAY NOT** donate part or all of the grant amount to another organization.

If you have any questions, please contact Toosdhi M. McGowan, Community Enhancement Program Coordinator, Office of Financial Planning, at (619) 531-4887.